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THIS DOES NOT
CIRCULATE



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC WELFARE

G. THOMAS RITI
Director

February 14, 1978

Address Reply to:
Post Office Box 1627
Trenton, New Jersey 06825

Mr. Stephen Romanik, Director
Cumberland County Welfare Board
13 No. East Boulevard
Vineland, New Jersey 08360

RECEIVED

FEB 19 1978

CUMBERLAND COUNTY
WELFARE BOARD

Dear Mr. Romanik:

We are pleased to record our approval of the Agreement between the Cumberland County Welfare Board and the Civil Service Association, Council No. 18 for the period of January 1, 1978 through December 31, 1979. One copy of the duly executed Agreement is enclosed.

As you know, Mr. Henry V. Nobrega contacted you concerning certain changes, therefore, please note that approval of the Agreement is contingent upon the proper initialing by the parties to such Agreement of the minor clarifying changes made in Articles I, II, III, IV, and the signature page.

You may, therefore, submit the required CS-6 forms to implement the salary program as soon as the Agreement has been properly initialed and returned to this office.

Sincerely yours,

G. Thomas Riti, Director
Division of Public Welfare

GTR:Nw

cc: Deputy Comm. D. Einhorn
Mr. G. Kambis w/copy of Agreement
Mr. W. Merritt w/copy of Agreement
Mr. H. Nobrega w/copy of Agreement

LIBRARY
Institute of Management and
Labor Relations

SEP 19 1978

RUTGERS UNIVERSITY

COUNTY WELFARE EMPLOYMENT AGREEMENT 1978-1979

ARTICLE I

1/1/78 - 12/31/79

RECOGNITION:

The Cumberland County Welfare Board recognizes the New Jersey Civil Service Association, Cumberland County Council No. 18, as the designated representative for the employees in the following job title classifications or as such job titles may be changed or amended by Ruling No. 11 of the State of New Jersey, Department of Human Services, Division of Public Welfare.

	<u>1978</u>
Clerk	Range 3
Social Service Aide	Range 4
Bldg. Maint. Worker	Range 4
Clerk Typist	Range 5
Clerk Bookkeeper	Range 5
Account Clerk	Range 5
Telephone Operator	Range 6
Clerk Stenographer	Range 6
Clerk Typist and Interpreter (Bilingual in Spanish and English)	Range 6
Senior Clerk Bookkeeper	Range 7
Senior Clerk	Range 7
Senior Account Clerk	Range 7
Senior Clerk Typist	Range 8
Principal Account Clerk	Range 11
Principal Clerk	Range 11
Principal Clerk Bookkeeper	Range 11
Principal Clerk Typist	Range 12
Income Maint. Technician	Range 13
Income Maint. Technician (Bilingual Spanish)	Range 13
Social Worker	Range 18
Social Worker (Bilingual in Spanish and English)	Range 18
Income Maintenance Supervisor	Range 21
Social Work Supervisor	Range 21

Excluded are seasonal, part-time, legal, investigator and administrative managerial classes.

ARTICLE II

SALARY PROGRAM:

1. The Compensation Schedule issued by the Division of Public Welfare under Ruling No. 11, Part 1, Appendix II, effective July 1, 1977 shall be applied as of January 1, 1978 which plan is attached hereto. This Compensation Schedule shall be applied as provided for herein.

2. A quarterly annual merit increment system previously in effect will continue to be authorized effective January 1, 1978 through December 31, 1979.

Employees hired between the following dates:

January 2 through April 1, will have an April 1 anniversary date of the following year.

April 2 through July 1, will have a July 1 anniversary date of the following year.

July 2 through October 1, will have an October 1 anniversary date of the following year.

October 2 through January 1, will have a January 1 anniversary date of the second year following date of hire.

3. This salary program is for the period January 1, 1978 through December 31, 1979, a period of two years. As soon as practicable all eligible employees will receive back pay due them from January 1 1978.

4. Effective January 1, 1978, all employees shall be placed step to step into their same range as set forth in Ruling 11, Appendix II Compensation Schedule which was in effect as of July 1, 1977. Each employee who is eligible and not at the maximum step of range, shall receive an annual merit increment on their anniversary date according to this compensation schedule.

5. The Association and the Board agree to reopen negotiations on or about October 1, 1978 to discuss changes in the compensation schedule to be effective January 1, 1979 for all employees.

6. All full time employees being paid on the basis of Range 8 or below as of January 1, 1978 and such employees have at least one year continuous service with the Board as of this date, they shall receive a one-time cash payment in the sum of \$250.00

LONGEVITY:

1. Longevity pay will be paid in a lump sum on the anniversary date of employment using the following scale.

Five (5) to Nine (9) years of service	\$100.00 each year
Ten (10) to Fourteen (14) years of service	200.00 each year
Fifteen (15) to Nineteen (19) years of service	300.00 each year
Twenty (20) to Twenty-four (24) years of service	400.00 each year
Twenty-Five (25) years of service and thereafter	500.00 each year

ARTICLE III

FRINGE BENEFITS:

1. All fringe benefits in effect for 1977 (Blue-Cross, Blue Shield, Life Insurance, etc.) shall remain the same for 1978 and 1979 except that the Blue Cross, Blue Shield Plan shall be the same plan in effect for all county employees. Any change in the present coverage shall be subject to approval by the Division of Public Welfare.

Liability Insurance on all personnel and on all personnel transporting clients shall remain at \$500,000.00.

2. The Welfare Board will extend to a maximum period of 90 days, the Blue Cross, Blue Shield coverage for permanent employees who are eligible and their covered dependents enrolled in the Blue Cross, Blue Shield program upon exhaustion of their accumulated sick and vacation leave, and who are granted an approved sick leave without pay, with the Welfare Board paying the cost.

The above coverage will be extended to eligible provisional employees for their own personal illness or injury (not job related) or for female employees for maternity reasons, to a maximum of 60 days. Where leave of absence (or an extension of such leave) without pay is for the period of more than 90 days, the permanent employee may still prepay the Blue Cross-Blue Shield premiums at the group rates for the next 90 days of the approved leave of absence.

3. All employees authorized to utilize their personal car for necessary welfare business shall be allowed the rate of 14 cents per mile upon itemized voucher. Such payment shall be re-negotiated if the State increases its mileage rate upon 30 days notice by either party, such payment subject to retroactive payment to the date of the reopened negotiations, subject to the further approval of the Division of Public Welfare.

-4-

Fringe benefits continued:

4. In the event the employees decide to enter into a group plan for health and accident insurance without obligation to the welfare board, the board will, at the request of the employees institute a payroll deduction plan for the payment of insurance premiums.

5. During the term of this agreement whenever a permanent employee of the Cumberland County Welfare Board enters retirement pursuant to the provisions of the approved County Welfare Board Retirement System and has to his/her credit any earned and unused accumulated sick leave, he/she shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation payment to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed \$6000.00.

This supplemental compensation shall be paid in a lump sum, provided that such payment is in accordance with legislation permitting such payment. Payment is to be made as soon as possible after the effective date of retirement and upon approval of the Welfare Board budget by the Department of Human Services, Division of Public Welfare, and the adoption by the Board of Chosen Freeholders in its annual budget and shall be made in the year succeeding the effective date of the retirement of the employee.

6. All vacations, leaves of absence and holidays shall be in accordance with the rules and regulations established by Ruling 11 which was in effect on July 1, 1977.

7. All full-time employees shall be granted a bereavement leave of absence with pay up to three (3) days per calendar year because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, brother, sister, mother-in-law and father-in-law and other relatives living in the same household with the employee. This will be in effect as of January 1, 1978 to all employees whose name still appear as being currently employed on the acceptance date of this agreement.

Prescription drug program:

8. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P.L. 75, the Cumberland County Welfare Board shall continue existing Prescriptions Drug Benefit Program effective January 1, 1978 through December 31, 1979.

The program shall be funded and administered by the Welfare Board. It shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of N. J. Prescription Program.

Each prescription required by competent medical authority for Federal Legend Drugs shall be paid for by the Welfare Board from funds provided for the program subject to a deductible provision which shall not exceed \$1.25 per prescription for renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program and a brochure describing the details of the program.

ARTICLE IV

PROMOTIONS-WORK WEEK-TUITION REFUND:

1. Promotions will be made in accordance with Civil Service regulations. The Personnel Committee of the Welfare Board may request a review of all employee's job classification and salary range.

2. All authorized overtime worked beyond 40 hours in any week by employees in fixed work week classifications shall be compensated by cash payment at 1½ times the employee's rate of pay. At the discretion of the County Welfare Director, overtime worked between 35 and 40 hours may be compensated for either by the granting of compensatory time off at the rate of 1½ hours for each hour so worked or payment therefore by cash payment as set forth in the above paragraph.

3. Educational leave of absence will be considered by the board in accordance with Ruling 11, Part III.

Where leave is required, the tuition refund program shall be continued and is to remain in effect on a case by case basis on approval of the personnel committee. Tuition requests must be submitted 21 days prior to the start of the semester. Tuition only shall be reimbursable.

Promotions-work week-tuition refund continued:

This program is available to employees only after one year of employment. The board will not pay for more than two courses a semester or 6 credits. All courses must be work related in order to be reimbursable. Applications received after the start of the course will not be approved.

ARTICLE V

GRIEVANCE PROCEDURE:

1. Attached hereto as Exhibit A and made a part of this contract as though it were included herein is the grievance procedure to accomplish the objectives outlined in Civil Service Rules 4:1-23.3 as amended or supplemented.

ARTICLE VI

CONTRACT TERM:

This agreement shall be effective as of January 1, 1978 and shall remain in full force and effect until the 31st day of December, 1979. It is agreed that initial negotiations for the year 1980 shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations and until the new contract is formally agreed to.

ARTICLE VII

AGENCY SHOP:

It is understood and agreed in the event that legislation is enacted authorizing the "agency shop" concept for public employees in the State of New Jersey, the Welfare Agency will, upon thirty (30) days notice, meet with Council No. 18 and reopen the contract for the purpose of negotiations on such subject.

IN WITNESS WHEREOF, The New Jersey Civil Service Association, Cumberland Council No. 18, has caused this agreement to be signed by its duly elected officers who represent that they have the authority to execute this agreement, and the Cumberland County Welfare Board by its chairman and secretary.

DATED: 1-19-78

DATED: 1-1-78

New Jersey Civil Service Association
Cumberland Council No. 18.

CUMBERLAND COUNTY WELFARE BOARD

Thomas Iannaro
PRESIDENT

Richard Colhamer
CHAIRMAN

ATTEST:

Rose Gambino
TRUSTEE

ATTEST:

John D Rose
SEC. TREAS.

NEGOTIATORS:

Rose Gambino, Chairperson

Frank J. ...

Lucy X Birdsall

Mary Lou Bradwell

Katherine DiBenedetto

Reviewed and approved by the
Division of Public Welfare, N. J.
Department of Human Services

APPROVED as to form for
Cumberland County Welfare Board

Matthew Azen

C O M P E N S A T I O N S C H E D U L EEFFECTIVE July 1, 1977A N N U A L S A L A R I E S

Rng. No.	Inter-	val	5%	Incre-	Min.	1st	2nd	3rd	4th	5th	6th	7th	Max.
A01	248.85	4958.10	5206.95	5455.80	5704.65	5953.50	6202.35	6451.20	6700.05				
A02	260.40	5206.95	5467.35	5727.75	5988.15	6248.55	6508.95	6769.35	7029.75				
A03	273.00	5467.35	5740.35	6013.35	6286.35	6559.35	6832.35	7105.35	7378.35				
A04	286.65	5740.35	6027.00	6313.65	6600.30	6886.95	7173.60	7460.25	7746.90				
A05	301.35	6027.00	6328.35	6629.70	6931.05	7232.40	7533.75	7835.10	8136.45				
A06	317.10	6328.35	6645.45	6962.55	7279.65	7596.75	7913.85	8230.95	8548.05				
A07	332.85	6645.45	6973.30	7311.15	7644.00	7976.85	8309.70	8642.55	8975.40				
A08	349.65	6978.30	7327.95	7677.60	8027.25	8376.90	8726.55	9076.20	9425.85				
A09	366.45	7327.95	7694.40	8060.85	8427.30	8793.75	9160.20	9526.65	9893.10				
A10	384.30	7694.40	8078.70	8463.00	8847.30	9231.60	9615.90	10000.20	10384.50				
A11	403.20	8078.70	8431.90	8885.10	9288.30	9691.50	10094.70	10497.90	10901.10				
A12	423.15	8481.90	8905.05	9328.20	9751.35	10174.50	10597.65	11020.80	11443.95				
A13	445.20	8905.05	9350.25	9795.45	10240.65	10685.85	11131.05	11576.25	12021.45				
A14	467.25	9350.25	9817.50	10284.75	10752.00	11219.25	11686.50	12153.75	12621.00				
A15	490.35	9817.50	10307.85	10798.20	11288.55	11778.90	12269.25	12759.60	13249.95				
A16	515.55	10307.85	10823.40	11338.95	11854.50	12370.05	12885.60	13401.15	13916.70				
A17	541.80	10823.40	11365.20	11907.00	12448.80	12990.60	13532.40	14074.20	14616.00				
A18	568.05	11365.20	11933.25	12501.30	13069.35	13637.40	14205.45	14773.50	15341.55				
A19	596.40	11933.25	12529.65	13126.05	13722.45	14318.85	14915.25	15511.65	16108.05				
A20	626.85	12529.65	13156.50	13783.35	14410.20	15037.05	15663.90	16290.75	16917.60				

C O M P E N S A T I O N S C H E D U L EEFFECTIVE July 1, 1977A N N U A L S A L A R I E S

Rng. No.	Inter- val	5% Incre- ment	Min.	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Max.</u>
A21	658.35	13156.50	13814.85	14473.20	15131.55	15789.90	16448.25	17106.60	17764.95		
A22	690.90	13814.85	14505.75	15196.65	15887.55	16578.45	17269.35	17960.25	18651.15		
A23	725.55	14505.75	15231.30	15956.85	16682.40	17407.95	18133.50	18859.05	19584.60		
A24	761.25	15231.30	15992.55	16753.80	17515.05	18276.30	19037.55	19798.80	20560.05		
A25	800.10	15992.55	16792.65	17592.75	18392.85	19192.95	19993.05	20793.15	21593.25		
A26	840.00	16792.65	17632.65	18472.65	19312.65	20152.65	20992.65	21832.65	22672.65		
A27	882.00	17632.65	18514.65	19396.65	20273.65	21160.65	22042.65	22924.65	23806.65		
A28	926.10	18514.65	19440.75	20366.85	21292.95	22219.05	23145.15	24071.25	24997.35		
A29	972.30	19440.75	20413.05	21385.35	22357.65	23329.95	24302.25	25274.55	26246.85		
A30	1020.60	20413.05	21433.65	22454.25	23474.85	24495.45	25516.05	26536.65	27557.25		
A31	1072.05	21433.65	22505.70	23577.75	24649.80	25721.85	26793.90	27865.95	28938.00		
A32	1125.60	22505.70	23631.30	24756.90	25882.50	27008.10	28133.70	29259.30	30384.90		
A33	1181.25	23631.30	24312.55	25993.80	27175.05	28356.30	29537.55	30718.80	31900.05		
A34	1241.10	24812.55	26053.65	27294.75	28535.85	29776.95	31018.05	32259.15	33500.25		
A35	1302.00	26053.65	27355.65	28657.65	29959.65	31261.65	32563.65	33865.65	35167.65		
A36	1367.10	27355.65	28722.75	30089.85	31456.95	32824.05	34191.15	35558.25	36925.35		

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Liaison.

B. Definition of Grievance

a. "Grievance" is:

1. a claimed breach, misinterpretation, or improper application of the terms of this Contract (hereafter referred to as contractual); or

2. a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders, applicable to the agency or Department which employs the grievant, affecting the terms and conditions of employment (hereafter referred to as non-contractual).

C. Presentation of a Grievance

The employee shall have the right to present his own appeal, individually or by counsel, or to designate the Liaison as a representative to appear with him. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person and the Liaison representative who is an employee of the Board, throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

STEP 1

a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to the Supervisor, or the Administrative Supervisor for employees working directly at the office within five (5) working days of the occurrence complained of, or within five (5) working days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor or Administrative Supervisor as above shall render a decision in writing within five (5) working days after receipt of the grievance.

STEP 2

a. In the event satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1.

b. The Director of Welfare, or his designee, shall render his decision within (5) working days after the receipt of the complaint.

STEP 3

Should the employee disagree with the decision of the Director, or his designee, the employee may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event, the employee files his statement with the Board at least six (6) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than six (6) days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the employee. The employee and/or the Liaison representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed.

GRIEVANCE PROCEDURE FORM

NOTE: Every section must be completed on this form.

DO NOT WRITE IN THIS SPACE
(For Office Use Only)

SUBMITTED BY:

Name of Employee _____ (Last, First, Middle Initial) Title _____

Department _____ Division, Institution or Agency _____

DATE OF GRIEVANCE:

SUBJECT OF GRIEVANCE:

NON-CONTRACTUAL

CONTRACTUAL

If grievance is contractual, state article and paragraph of contract which you claim has been violated:

EMPLOYEE'S STATEMENT OF GRIEVANCE: (Attach additional sheets if necessary)

TO CORRECT MY GRIEVANCE THE FOLLOWING SHOULD BE DONE:

I WILL REPRESENT MYSELF (OR) MY REPRESENTATIVE WILL BE:

Name _____ Title _____

Employee Organization (If Any) _____

● SIGNATURE OF EMPLOYEE

DATE

ANSWER BY IMMEDIATE SUPERVISOR:

STEP 1

SIGNATURE

(Immediate Supervisor)

(Date of Hearing)

(Date Decision Rendered)

I acknowledge settlement of my grievance.

● SIGNATURE OF EMPLOYEE

DATE

I APPEAL DECISION AND REQUEST STEP 2 HEARING

DATE OF APPEAL

APPEAL RECEIVED BY (FOR SUPERVISION)

DATE RECEIVED

EMPLOYEE'S REPRESENTATION FOR STEP 2 HEARING:

Name _____

Title _____

Employee Organization (If Any) _____

ANSWER BY INTERMEDIATE SUPERVISOR:

STEP 2

SIGNATURE

(Immediate Supervisor)

(Date of Hearing)

(Date Decision Rendered)

I acknowledge settlement of my grievance.

● SIGNATURE OF EMPLOYEE

DATE

NAME OF EMPLOYEE	DATE OF GRIEVANCE
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GRIEVANCE PROCEDURE FORM (*Continued From Other Side*)

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 3 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR MANAGEMENT)	DATE RECEIVED
EMPLOYEE'S REPRESENTATION FOR STEP 3 HEARING			
Name	Title	Employee Organization (If Any)	
Name	Title	Employee Organization (If Any)	
Name	Title	Employee Organization (If Any)	

STEP 3

MANAGEMENT DECISION ::

10. The following table gives the number of cases of smallpox reported in each State during the year 1802.

SIGNATURE _____ *(Management Representative)* _____ *(Date of Hearing)* _____ *(Date Decision Rendered)*

I acknowledge settlement of my grievance.

(Date of Hearing)

(Date Decision Rendered)

SIGNATURE OF EMPLOYEE

SIGNATURE OF EMPLOYEE **DATE**

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 4 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR MANAGEMENT)	DATE RECEIVED
EMPLOYEE'S REPRESENTATION FOR STEP 4 HEARING			
NAME	ADDRESS	TITLE	EMP. ORG. (IF ANY)

STEP 4

MANAGEMENT DECISIONS

SIGNATURE _____ *(Management Representative)* **(Date of Hearing)** _____ *(Date Decision Rendered)*

SIGNATURE: _____ **(Management Representative)** **(Date of Hearing)** **(Date Decision Rendered)**

**CHECK ONLY
ONE BOX
AND SIGN**



- I acknowledge settlement of my grievance.
 - I request that my non-contractual grievance be reviewed by the Division of Personnel Management and Employee Development, Department of Civil Service. See Subpart 23-2.102d(1).
 - Employee Organization requests that contractual grievance pertaining to Article of the contract be advanced to Step Five. See Subpart 23-2.102d(2).

● SIGNATURE DATE
(Employee or Employee Organization)